

2397

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AGREEMENT  
BETWEEN  
TOWNSHIP OF MONROE  
AND

MONROE TOWNSHIP POLICE BENEVOLENT ASSOCIATION  
LOCAL NO. 255

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JANUARY 1, 1996 THROUGH DECEMBER 31, 1998

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, by and between the TOWNSHIP OF MONROE, in the County of MIDDLESEX, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP" and MONROE TOWNSHIP POLICE BENEVOLENT ASSOCIATION, LOCAL NO. 255, hereinafter called the "ASSOCIATION" represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE II

RECOGNITION

A. Township recognizes P.B.A. 255 as the exclusive collective negotiations agent for all police officers in the bargaining unit as defined in Section B, for the purposes of collective bargaining and on all terms and conditions of employment and grievances.

B. The bargaining unit, as discussed in section A, shall consist of all uniformed patrolman, detectives now employed or hereafter employed (excluding Sergeants), Lieutenants and the Chief of Police.

### ARTICLE III

#### FULLY - BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### ARTICLE IV

##### LANGUAGE RE-OPENER

If at any time during the term of this Agreement, either the Township or the Association initiate meetings for the purpose of clarifying, modifying, or interpreting any portion of this Agreement that the initiating party feels may be unclear, inadequate, unnecessary, ambiguous, etc., there will be no change in any existing language unless both parties agree and sign off on any proposed change or changes.

ARTICLE V

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of police employment. Such negotiations shall begin no later than the Tuesday following the first Monday of September of the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all employees in the bargaining unit, shall be reduced to writing, and shall be signed by the Chief Executive of the Township and the President of the P.B.A.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. This agreement shall be in full force and effect from January 1, 1996 to December 31, 1998.



## ARTICLE VI

### MANAGEMENT RIGHTS

A. The Township of Monroe hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing and following rights:

1. The executive management and administrative control of the Township Government and its properties and personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance written notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To lay off employees in the event of lack of funds.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Police Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms herein and shall be in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:101 et seq. or any other national, state, county or local laws or regulations.

ARTICLE VII

SALARIES/LONGEVITY/SHIFT DIFFERENTIAL/BEEPER COMPENSATION

A. The Patrolman/Detective Salary and Wage Schedule shall be as follows:

SALARIES 1996

<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>
27,902	31,803	36,513	41,993	47,477

SALARIES 1997

<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>
29,518	33,575	38,474	44,173	49,876

SALARIES 1998

<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>
31,199	35,418	40,513	46,490	52,371

For computation purposes, beginning of service shall commence on January 1 of the subject year for all employees hired between January 1 and June 30 of the subject year; or July 1 of the subject year for all employees hired between July 1 and December 31 of the subject year.

The yearly salary will be based on 262 workdays for 1996, 261 workdays for 1997 and 261 workdays for 1998. All days worked beyond 262 days in 1996, 261 in 1997 and 261 in 1998, shall be paid to the employee at the regular hourly rate he was receiving on the 262nd or 261st day respectively and shall be in effect until a new agreement takes effect.

In cases where the employee's anniversary date is July 1, and his yearly salary is divided between two steps, the following shall apply. For the first half of the year, January 1 to June 30, the yearly base salary shall be divided in half and the daily and hourly rate shall be based on 131 days in 1996, 131 days in 1997 and 131 days in 1998, regardless of how many workdays the employee is actually scheduled for. The same concept shall be applied for the second half of the employee's work year with the exception that his daily and hourly rate of pay shall be based on 131 days in 1996, 130 days in 1997 and 130 days in 1998 regardless of how many workdays the employee is actually scheduled for.

B. In the event that a new agreement is not signed by the expiration date of the current agreement, the employees who are entitled to step increases in base salary, shall receive them on

their anniversaries based on the salary schedule in the current agreement.

C. LONGEVITY

The Township will provide longevity compensation as follows:

Completion of:	5 years	4%
Completion of:	10 years	5%
Completion of:	15 years	6%
Completion of:	20 years	7%

Longevity checks will be issued in December of the year for the prescribed full year of service. A full year of service is determined by the anniversary date of beginning of service as described in section A. of this Article.

Each employee with twenty (20) or more years of pensionable service may, at their discretion, opt to have their longevity included in their annual base salary. Those employees wishing to exercise this option must submit a written request to the Treasurer no later than the first week in December, prior to January 1st of the year for which the request is written.

If no request for change of longevity status is received by the Treasurer, longevity will be paid to the employee in the same manner as the preceding year.

D. SHIFT DIFFERENTIAL

1. All officers who work a rotating schedule will be compensated for working the afternoon and midnight shifts as outlined below:

Contract year:	Afternoon year:	Midnight year:	Tot yr. year:	1/3 tot year:
1996	3.0%	5.5%	2096	698.66
1997	3.5%	6.0%	2088	696
1998	3.5%	6.0%	2088	696

2. Officers will receive shift differential based on an annual figure derived by applying the following formula:

$$(((\text{base}/\text{tot yr hrs}) * \text{afternoon SD\%}) * 1/3 \text{ tot yr hrs}) +$$

$$(((\text{base}/\text{tot yr hrs}) * \text{midnight SD\%}) * 1/3 \text{ tot yr hrs})$$

This annual figure is then divided by fifty-two (52) and paid on a weekly basis.

3. Officers are not required to work all afternoon and midnight shifts to receive the annual shift differential pay. Any vacation, compensatory, personal, sick, bereavement or time in any department school will not be deducted from the annual shift differential pay.

4. Officers will not be compensated with any other shift differential pay for working overtime or any special detail on any shift affected by shift differential. Officers are only entitled to their regular overtime rate for such hours worked or called in.

5. The Patrolman Shift Differential Wage Schedule shall be as follows:

	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>	<u>STEP IV</u>	<u>STEP V</u>
1996	\$791	\$902	\$1035	\$1190	\$1346
1997	\$936	\$1065	\$1220	\$1400	\$1581
1998	\$990	\$1124	\$1285	\$1473	\$1660

(Figures represent the total annual shift differential amount for each year and step.)

E. BEEPER COMPENSATION

1. All officers who work the 5-2, non-rotating shift schedule and who are required by the department to carry a beeper will be compensated daily for every day they are "on call".

2. Officers will be compensated daily whether or not the officer is in fact called in to duty.

3. Officers who are required to carry beepers will be compensated at a rate of fifteen dollars (\$15.00) a day, for each day on call.

4. Officers who receive beeper compensation will be required to submit a beeper compensation slip with the total number of days on call for each week the officer is on call.

5. Officers who receive beeper compensation will be paid on a monthly basis for such days "on call".

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

A. For non-swing shift uniform patrol personnel covered by this Agreement, the normal work week shall consist of five eight (8) hour days for a total of forty (40) work hours per week.

B. All uniformed swing shift uniform patrol personnel covered by this Agreement, shall work a nine hour workday schedule as follows: 5 days on <sup>5 days on followed by 3 days off</sup> followed by 3 days off, 5 days on followed by 4 days off. The employees are required to report to work 15 minutes prior to the commencement of their work shift.

C. The Township shall continue to maintain the concept of "muster time" as established under previous arbitration.

D. Overtime shall be defined as work in excess of eight (8) hours in a day or on a regular day off as defined by either schedule outlined in sections A or B of this Article. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

E. If an employee is recalled to unscheduled duty for any reason during a period when the employee is not scheduled for work, including but not limited to emergencies, department hearings, (excluding grievances and arbitration), without at least seventy-two (72) hours prior notice, he shall be paid for all hours worked and shall receive a minimum of four (4) hours compensation at time and one-half regardless of whether or not said employee shall work such entire four (4) hour period. Any overtime performed by an employee on his day off or time off in excess of eight (8) hours shall be compensated at the rate of double time.



F. In further accordance with the definitional section above, if any employees should be required to appear before any Grand Jury, Municipal Court, County Court, State Superior Court, Federal Court or in any matter other than a civil action, such time during which he is so engaged shall be considered a time of assignment to, and performance of, his regular duty and when such appearance occurs outside his normal working shift, said employee shall receive compensation from the time the employee logs in until the time he logs out.

G. An employee who works a holiday shall receive time and one-half (1 1/2) his normal rate of pay. Overtime worked on a holiday shall be compensated at the rate of double time. A rotating shift employee will be paid holiday pay compensation if he works on the date that the holiday is observed by the Township offices, with the exception of: New Year's Day, Fourth of July and Christmas Day, which will be observed on: January 1, July 4 and December 25, respectively, regardless of what day of the work week it falls on. If said employee happens to be scheduled off on the latter three holidays but works on the Township's observed date, he is not entitled to compensation.

An employee normally scheduled to work Monday thru Friday will have all holidays paid at holiday rate compensation on the day the holiday is observed by the Township offices. If said employee happens to work on New Year's Day, Fourth of July or Christmas Day when these holidays fall on a weekend, he will be entitled to normal overtime and/or call-in provisions of this agreement, but he

will not be entitled to holiday compensation until the observed day.

H. If an employee is recalled to work during his/her vacation, said employee shall receive compensation at a rate of one and one-half (1 1/2) his/her regular rate of pay. In addition, said employee shall have the vacation day credited to his/her available vacation time or the applicable year.

I. Effective March 7, 1988 an employee may take compensatory time in lieu of overtime payments up to 40 hours annually. Hours in excess of 40 annually must be taken in overtime payments. All overtime and compensation time must be approved by the Chief of Police. The Chief shall not be arbitrary and capricious in such approval.

J. If Township offices close due to inclement weather, all employees of the Police Department are to receive compensatory time, from 9:00 a.m. on the day in question to 9:00 a.m. of the following workday. This will become effective upon signing the contract.

K. If an officer is assigned to school on his days off, he will be entitled to the same number of days off at the completion of school.

ARTICLE IX

CLOTHING MAINTENANCE AND REPLACEMENT

A. UNIFORM CLEANING

Each employee shall receive the sum of Eight-hundred (\$800.00) dollars for the purpose of cleaning uniforms. Payment to be made in December of each year.

B. UNIFORM REPLACEMENT

1. Each employee shall receive the sum of Six-hundred (\$600.00) dollars for the purpose of replacing uniform items. Payment to be made in June of each year.

2. The Township shall be responsible for the initial issue of clothing and equipment, modifications in clothing and equipment specifications and clothing and equipment in cases of promotion.

3. The Township shall supply reasonable replacement of articles of civilian clothing for employees that are rendered unusable solely as a result of action in the performance of his duty. The Township will also pay up to Seventy-five (\$75.00) dollars to replace prescription glasses and a maximum of One-hundred (\$100.00) dollars for watches, damaged in the line of duty. The Township shall require receipts of value as to any claims made on a prospective basis.

4. The Township will pay for the replacement or repair of a Township-issued weapon, damaged in the line of duty or deemed necessary by the Township.

5. Any uniform article lost or destroyed due to the negligence of the employee shall be replaced by the employee at his or her own expense.

## ARTICLE X

### SICK LEAVE/PERSONAL DAYS/ SICK LEAVE PAYMENT AT RETIREMENT/BEREAVEMENT DAYS

A.1. Sick Leave. Each member of the Police Department shall be entitled to twelve days of sick leave for the calendar year. Sick days shall be granted to each full time employee who through bona fide sickness or injury becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position or who is quarantined by a physician because he has been exposed to a contagious disease.

A.2. A certificate from a physician designated by the Township and/or the employee's own physician may be required as sufficient proof of the need for sick leave. When the Township designates its physician, the Township shall pay the costs of the doctor. When the certificate is supplied by the employee's physician, the employee shall bear the cost of the doctor's visit. In cases of sick leave due to a contagious disease or exposure to same, a certificate from the Township Department of Health may be required before the employee is permitted to work. If the employee does not comply with a request for the above outlined certificate, the employee involved shall suffer loss of pay for a period of time involved in unsubstantiated sick leave and be subject to disciplinary action as outlined in Township ordinances pertaining to Police Rules, Regulations and disciplinary action.

A.3. Employees in their first year of employment shall be entitled to one day of sick leave for each month of employment.

A.4. Sick leave may be accumulated without limit during each employee's length of service.

A.5. Accumulated sick leave may be used by an employee for personal illness; illness in his immediate family which he can satisfactorily substantiate and which requires his personal attendance upon the ill person; quarantine restrictions; and pregnancy of the employee or disabling injury. The term "immediate family" for the purpose of this paragraph shall mean and refer only to the employee's spouse or child, and parent or unmarried brother or sister residing in the employee's household. In all cases sick leave will be granted in terms of "immediate family" only if the care is being provided by the employee and in his place of residence.

A.6. The Township may, at its discretion, schedule medical examinations for all Township employees annually, or more frequently as required. The full cost of this medical examination shall be paid by the Township.

A.7. The Township agrees to provide employees with up to 120 calendar days of extended sick leave in the event that a debilitating sickness and/or injury is incurred while off the job excluding any sickness or debilitating injury incurred while in the employ of some third party to include self-employment. Certification by a Township physician that the employee has sustained a debilitating sickness and/or injury will be required. Such certification shall be submitted at least once each month during the disability unless waived by the Township Administrator

and shall be based either on examination by the Township physician or consultation by him with the treating physician.

A.8. Before availing himself of extended sick leave benefits, an employee shall use all of his available accumulated and current year monthly allocations of sick leave. An employee shall continue to have credited to his record one day per month of sick leave during the period he is on extended sick leave.

A.9. An employee availing himself of the extended sick leave benefits must file for any applicable private, state or federal income protection programs which are available. The employee shall reimburse the Township for extended sick leave benefits from any compensation he receives under worker's compensation, disability or private income insurance protection program, excluding lump sum settlements for partial or permanent disability awards.

A.10. Sick Time Incentive Program: Employees earn sick time at a rate of one (1) day per month or twelve (12) days per year. Once an employee has earned and accumulated a "bank" of thirty (30) days, that employee may choose to utilize the sick time incentive program.

Under this program, the employee may convert sick days, earned or anticipated, which are in excess of his "bank", into compensatory days. The maximum number of days an employee may convert in a calendar year is ten (10). Days which are converted must be utilized in the year they are requested, as compensatory time secured under this program are not cumulative.

If an employee earns his "bank", then requests to convert ten (10) of his anticipated twelve (12) days into compensatory days, he is left with his "bank" plus two (2) excess days. Should the need arise for this employee to utilize three (3) or more sick days during the balance of that year, he will have violated his "bank" and will be required to earn back the days needed to compliment the thirty day "bank" before he is again eligible to convert days. Anticipated sick days cannot be used to satisfy the thirty (30) day "bank" replacement.

B. Personal Days. Employees covered by the provisions of this Agreement shall be entitled to four (4) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given to the employee's supervisor, said leave may be taken only by authorization of said supervisor. The Township reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction (immediately before or after) with vacation, holiday or sick leave, unless extenuating circumstances prevail. The use of personal days shall be for addressing personal problems requiring an individual's attention on a timely basis. Personal days shall not be used as vacation days or extensions of long weekends accrued through the provisions of this Contract.



C. Bereavement Days. All employees covered by this agreement shall be entitled to leave without loss of pay for all time lost from work prior to and including the day of burial as outlined below based on the relationship of the deceased to the employee:

<u>Relationship</u>	<u>Maximum Bereavement Days:</u>
Spouse, child, parent or spouse's parent.....	5
Immediate family (defined to mean brother, sister, grandparents, grandchild or any relative of the employee's household).....	3
Non-immediate family (defined to mean aunt, uncle, niece, nephew, brother-in-law, sister-in-law).....	1

D. At the time of retirement, an employee will be paid for thirty-five (35) percent of their accumulated sick time with a cap of nine thousand (\$9,000.00) dollars.

1. In order to enjoy this benefit, an employee must provide his employer with one year's prior notice of their intention to retire. The rules and regulations regarding retirement shall be consistent with those established by the Police and Firemen's Retirement System.

ARTICLE XI

VACATION

Years of continuous full time  
employment with Township

Vacation Days

1 year	10 days
2 to 4 years	15 working days
5 to 8 years	18 working days
9 to 14 years	20 working days
15 to 20 years	24 working days
21 years or over	26 working days

New employees shall not be eligible to take vacation during the first ninety (90) days of their employment. Vacations shall be scheduled by the Chief of Police/Director of Public Safety in keeping with considerations related to seniority, work load and good staffing practices to insure efficient operation of the Department. The Chief of Police/Director of Public Safety will solicit vacation requests from employees in the early part of the year.

## ARTICLE XII

### HOLIDAYS

The following are designated as paid holidays:

New Year's Day *	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day *	Christmas Day *
Employee's Birthday	

\* - New Year's Day, Independence Day and Christmas Day will be paid as provided in Article VIII, Section G.

Employees shall be paid for holidays which they are required to work on the pay date immediately following the holiday period.

Employees covered by this agreement shall be entitled to the above fifteen paid Holidays.

A check equal to one day's pay for each of the fifteen (15) Holidays shall be paid to each employee in December of said year.

Should an employee wish to be off on a Holiday which they are scheduled to work, the employee must apply for time off (vacation, comp, pers. etc.) just as they would for any other day.

ARTICLE XIII

LIFE INSURANCE

The Township will provide and pay for a group life insurance policy which will provide \$20,000.00 life insurance coverage for each sworn officer in the Police Department.

ARTICLE XIV

HEALTH INSURANCE

A. The Township agrees to pay 100% of the cost of the following hospitalization, medical and major insurance for the employees and their spouse and children.

1. Township Adopted Medical Plan, "Comprehensive Plan", which includes (\$4.00 Co-Pay) Prepaid Prescription Coverage.
2. N.J. Dental Service Plan's "Delta Dental Plan" as currently in effect providing 50% payment coverage as outlined in their schedules, policies and procedures.
3. A Vision Service Plan - Effective 7/1/88.

\$20.00 Deductible

Eye Examination	Once every 12 months
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Lenses	Once every 12 months
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Frames	Once every 24 months
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B. The Township will provide maternity coverage through its insurance carrier within the schedules outlined in the above referenced Blue Cross and Blue Shield Plans. In addition, the Township will provide a maximum of \$700.00 per incident, towards maternity costs not covered by above plans. The employee shall notify the Township immediately upon becoming aware of pregnancy, in writing, and shall submit all claims to insurance carriers on a timely basis. Immediately after delivery, the employee shall ascertain amounts he believes are obligations of the Township in terms of reimbursement under this paragraph. The Township agrees

that in the case of maternity benefits, if the employee has not previously met his deductible requirements, he shall be reimbursed for the deductible amount as part of his \$700.00 maximum.

C. The Township will provide out-patient coverage through its insurance carrier within the schedule outlined.

D. Upon retirement with twenty-five (25) years of pensionable service or more, including time earned through any Township recognized early retirement buy-out program, employee and spouse will be covered by medical benefits (hospitalization). Disabled employee and spouse will be covered by medical benefits (hospitalization).

Should a retired employee die before his/her spouse, the spouse will continue to be covered under this paragraph.

E. The Township shall have the right to change insurance carriers so long as substantially similar benefits are provided. The Township shall provide the Association with thirty (30) days written notice of such proposed change. A copy of such proposed policy shall be provided to the Association by the insurance carrier.

ARTICLE XV

ACTING SENIOR OFFICER

Any officer assigned by the Chief of Police/Director of Public Safety, or designated by rules and regulations, to occupy the position and assume the responsibilities of a senior officer for any workday shall be compensated for that time of service at the senior officer's base rate of pay.

## ARTICLE XVI

### EDUCATIONAL BENEFITS

A. Any police officer who attends school shall be responsible for the initial costs of tuition, academic fees, and any other required fees for all courses in which he enrolls. In addition, he shall be responsible for payment for all books and materials required for said courses.

In the interest of supporting the concept of continued education in the fields of Police Science and/or Criminal Justice, the Township will provide a College Incentive Program to provide economic remuneration to those individuals enrolling in the above referenced programs at recognized and approved academic institutions conferring Associate or Bachelor of Arts or Masters Degrees in Police Science or Criminal Justice.

B. Associate Degree (Total requirement 60 credits). Upon obtaining fifteen (15) credits towards an Associate Degree at an institution recognized by the Township as offering an acceptable and accredited program in Police Science or Criminal Justice, the employee will receive upon submission of a certified copy of his college transcript record from the institution involved, in addition to his base pay, five dollars (\$5.00) per certified and applicable credit each year. There will be no economic benefit applied until an officer obtains a minimum of 15 credits. In order to be entitled to the benefits as conferred by this section, the employee must achieve a minimum grade of C or its numerical equivalent.



C. Bachelor of Arts Degree (Total requirement 12 credits). Upon obtaining thirty (30) credits toward a Bachelor of Arts/Science degree at an institution recognized by the Township as offering an acceptable and accredited program in Police Science, Criminal Justice, the employee will receive upon submission of a certified copy of his college transcript record from the institution involved, in addition to his base pay, ten dollars (\$10.00) per certified and applicable credit each year. There will be no economic benefit applied until the employee obtains a minimum of 30 credits. In order to be entitled to the benefits as conferred by this section, the employee must achieve a minimum grade of C or its numerical equivalent.

D. Masters Degree (Total requirement 36 credits of Graduate Work). Upon obtaining 9 credits towards a Masters Degree at an institution recognized by the Township as offering an acceptable and accredited program in Police Science, or Criminal Justice, the employee will receive upon submission of a certified copy of his post graduate transcript records from the institution involved, in addition to his base pay, fifteen dollars (\$15.00) per certified and applicable credit each year. There will be no economic benefit applied until the employee obtains a minimum of 9 credits. In order to be entitled to the benefits as conferred by this section, the employee must achieve a minimum grade of C or its numerical equivalent.

E. Each employee that plans to take advantage of the College Incentive Program, shall notify the Chief of Police/Director of

Public Safety in writing no later than October 1, of each calendar year concerning the following for budget purposes:

1. The school he will be attending.
2. The course program he will be following (Police Science or Criminal Justice).
3. A copy of the institution's curriculum as it pertains to the Police Science or Criminal Justice Program.
4. A projection of the number of courses he anticipates taking during the period January 1 to December 31.
5. A projection of the number of total credits he anticipates compensation for during the period January 1 to December 31.

F. Payment for the College Incentive Program will be made once each year in December based on credentials filed with the Chief of Police/Director of Public Safety during the course of the fiscal year.

G. Upon satisfactory completion of a degree program and satisfactory filing of appropriate transcripts with Police Chief/Director of Public Safety, the employee shall be entitled to receipt of annual credit allotment.

H. If a breach in the pursuit of a given degree program extends beyond two (2) years without activity on the employee's part, any previously accomplished credit allotments shall become

null and void and shall not be considered by the Township unless the employee becomee re-enrolled on a continuous basis.

I. Employees shall forfeit all educational benefits due or received within a one-year period if the employee leaves the employ of the Township under a voluntary quit.

J. Upon receipt of the following degrees, the employee shall receive the appropriate sum of money to be added to his base salary. Said payment will be made in December of each year and it is understood that once the degree is acquired, credit payments for that degree, as outlined above, shall no longer apply to that degree. Should the employee commence echool for an advanced degree, the next appropriate section shall commence.

Associate's Degree	\$300.00 per year
Bachelor'e Degree	\$1,200.00 per year
Master's Degree	\$1,440.00 per year

It is understood that the employee who was receiving payment for an Associate'e Degree, and then received a Bachelor's Degree, would receive payment only for the Bachelor's Degree from that point. Thus, these figures are not cumulative.

## ARTICLE XVII

### P.B.A. RIGHTS AND PRIVILEGES

A. Accredited representatives of P.B.A. 255 may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When P.B.A. 255 decides to have its representatives enter the Township facilities or premises, it will request such permission from the appropriate Township representatives and such permission will not be unreasonably withheld provided there should be no interference with the normal operations of the business of Township government or normal duties of the employees.

B. One (1) P.B.A. 255 representative and one (1) assistant P.B.A. 255 representative may be appointed to represent P.B.A. 255 in grievances with the Township and to conduct investigations thereof with no loss of regular pay. Permission from the Chief of Police will be required before leaving duty assignment.

C. During collective negotiations, authorized P.B.A 255 representatives, not to exceed two (2), shall be excused from their normal work duties to participate in collective negotiations sessions that are reasonable and necessary and shall suffer no loss of regular pay. Permission from the Chief of Police will be required before leaving duty assignment.

D. Use of bulletin boards - The P.B.A. shall be authorized to use a designated bulletin board at Police Headquarters for the posting of P.B.A. notices.

E. The State Delegate of the Association shall be granted one (1) day leave of absence with pay each month, for the purpose of attending any monthly meeting organized or sanctioned by the New Jersey State Police Benevolent Association, Inc.

1. The Delegate shall provide the Chief of Police with reasonable written notice of such meeting.
2. Meeting leave days will be non-cumulative month to month.
3. Meeting leave days will not be limited to meetings which occur during the Delegate's workday but may be utilized for any shift scheduled on the day of the meeting.

F. The State Delegate and Association President or their alternates shall be granted leave of absence with pay to attend conventions organized by the New Jersey State Police Benevolent Association, Inc. Said leave shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention.

1. The Delegate shall provide the Chief of Police with reasonable written notice of the convention.
2. Convention leave of absence will be provided for the Annual State convention and the State mini-convention.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

#### C. Definition

A grievance is a complaint about the interpretation, application or alleged violation of policies, agreements or administrative decisions affecting any member of the bargaining unit.

#### D. Days

All reference to days in the grievance shall mean Monday through Friday, not including holidays.

Formal grievances shall be submitted in the manner prescribed below only after the chain of command requirements of the Police Department Rules and Regulations have been complied with without satisfactory conclusion. All grievance proceedings shall be presented in writing at all levels specified below. There shall be no overtime compensation applied to any employee when the time is related to the grievance procedure.

E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this

Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Association shall institute action under the provisions hereof within five (5) days after the event giving rise to the grievance has occurred or when the employee or P.B.A. knew or should have known of the event and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within three (3) days of the initial discussion with the Sergeant, the employee or the Association may present the grievance in writing within three (3) days thereafter to the immediate supervisor. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Lieutenant will answer the grievance in writing within five (5) days of receipt of the written grievance.

Step Three A: If the Association wishes to appeal the decision of the lieutenant, such appeal shall be presented in writing to the captain within ten (10) days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The captain shall respond, in writing, to the grievance within ten (10) days of the submission.

Step Three B: If the Association wishes to appeal the decision of the captain, such appeal shall be presented in writing to the Chief of Police within ten (10) days thereafter.

This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Chief of Police shall respond, in writing, to the grievance within ten (10) days of the submission.

Step Four: If the Association wishes to appeal the decision of the Chief of Police, such appeal shall be presented in writing to the Business Administrator within ten (10) days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Business Administrator shall respond in writing to the



grievance within fifteen (15) days of the submission.

Step Five:

Arbitration

(a) If the grievance has not been resolved at Step 4, then within thirty (30) days from determination of the grievance at Step 4, the Association may submit the grievance to arbitration.

(b) The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission. Simultaneously, with application to the Public Employment Relations Commission, the Association will send notice to the employer of the application for arbitration.

(c) Only matters pertaining to the application and/or interpretation of the provisions of this Agreement may be brought to the Arbitration.

(d) The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.

(e) The decision of the Arbitrator shall be binding upon the employer and the Association employee.

(f) The parties shall direct the Arbitrator to decide, as a preliminary question, whether he has

jurisdiction to hear and decide the matter in dispute.

(g) The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(h) The expenses of the Arbitrator's bill shall be shared equally by the parties.

F. Upon prior notice to the Chief of Police, one designated Association representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during working hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Monroe or require the recall of off-duty employees.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits

prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any stage in the grievance procedure.

ARTICLE XIX

MILEAGE ALLOWANCE

The Township agrees that whenever an employee is required to utilize his personal vehicle in the performance of Township business, he shall be reimbursed at the mileage rate established by Ordinance or at \$.20 per mile, whichever is the greater amount for same. The employee shall be required to submit a registration form provided by the Director of Public Safety/Chief of Police outlining the duty performed, starting point, destination and mileage involved.

ARTICLE XX

EMPLOYEE FILE

A. No material, including but not limited to work evaluation, reprimands, or criticisms, shall be placed into an employee's personnel file without the employee's knowledge of the instrument to be filed and without the employee's written acknowledgement, or if the employee refuses to sign the instrument, a notation on the instrument stating that "This instrument was shown to the subject employee prior to filing in the presence of the Chief of Police and the undersigned member of the staff on day, time, date."

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Signature of witness from Chief of Police staff

The employee's signature shall merely indicate his acknowledgement of the filing of the document and shall not in any way indicate his agreement with the material, nor shall it prejudice any future action he may institute.

B. Any employee shall have the right to attach a response to any material that is to be placed into his personnel file.

C. Any employee shall within five (5) working days of a written request to the Chief of Police/Director of Public Safety, have an opportunity to review his personnel folder in the presence of an appropriate official of the Police Department to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the Township during the term of this

agreement. The employee shall be allowed to place in such file a response of reasonable length of anything contained therein. The Township, with the employee's full knowledge of its contents, may counter-respond in writing to any material inserted by the employee.

## ARTICLE XXI

### EMPLOYEE'S RIGHTS

#### A. Rights and Protection in Representation.

Pursuant to Chapter 123 Public Laws 1975, the Township hereby agrees that every employee of the Township shall have the right to freely organize, join and support the P.B.A. and its affiliates for the purpose of engaging in collective bargaining activities for mutual aid and protection. As a duly selected body exercising governmental powers under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey or the United States; that it shall not discriminate against any employee with respect to wages, hours, or terms and conditions of employment by means of his membership in the P.B.A. and its affiliates, including collective negotiations with the Township, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

#### B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey Statutes, the Constitutions of New Jersey and the United States, or other applicable laws and regulations. The rights granted to

employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any employee advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Township, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Criticism of Police Officers

Any question or criticism by a supervisor, administrator, or member of the governing body, of a police officer shall be made in confidence and not in the presence of other employees (with the exception of the employee's representative), member of the general public, or at any other public gathering. The same shall be applied to an employee expressing criticism of supervisors, administrative personnel or member of the governing body. An alleged violation of this section shall not be arbitrable.



## ARTICLE XXII

### DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Association because of membership activity in the Association. There shall be no discrimination or coercion by the Association or any of its agents against any employee covered by this Association. Nor shall the Employer discriminate in favor of or assist any other labor or police organization which in any affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Employee nor the Association shall discriminate against any employee because of race, color, creed, sex, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XXIII  
REPRESENTATION FEE

A. Purpose of Fee

If a member of this bargaining unit does not become a member of the Association during any membership year which is covered by this Agreement, in whole or in part, said employee will be required to pay a representation fee to this Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee.

1. Notification

Prior to the beginning of each membership year, the Association will notify the Township Business Administrator in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by a non-member will be equal to 85% of that total amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as Majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charges by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard,

the amount of representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change. Should the maximum amount be decreased by law, the Association would have the final say as to whether or not to implement to fee or remove the article.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Township Business Administrator a list of those employees who have not become members of the P.B.A. for the current membership year. The Township will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Township will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforementioned non-member list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) Ten (10) days after receipt of the aforementioned non-member list by the Township Business Administrator; or (b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a non-bargaining unit position

and then became covered by this Agreement or was laid off, in which event the deductions will begin with the first paycheck paid to said employee after the resumption of the employees' employment in a bargaining unit position.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment for any reason or cause before the Association has received the full amount of the representation fee to which it is entitled under this Agreement the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues. The Township will, however, indicate in those records transmitted to the Association which monies are from dues and which monies are receipts from the representation fee.

5. Changes

The Association will notify the Township Business Administrator in writing of any changes in the list of non-members provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Business Administrator received said notification.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Township will submit to the Association a list of all new employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards and submitted by the Association to the Township or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

## ARTICLE XXIV

### DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of employees, subject to this Agreement, dues for the P.B.A. and such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9 (e) as amended. Said monies collected for each month, together with records of any corrections shall be transmitted to the P.B.A. Treasurer on or before the 15th day of the following month.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish new authorization from its members showing the authorized deduction for each employee.

C. The P.B.A. will provide the necessary "check-off authorization" form and deliver the signed forms to the appropriate Township officer. The P.B.A. shall indemnify, defend and save the Township harmless against any and all claim, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon salary deduction authorization cards submitted by the P.B.A. to the Township.

## ARTICLE XXV

### MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the terms of this Agreement, neither the Association nor any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position or stoppage or work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting such activity by any other employee or group of employees of the Township and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Association or its members.

## ARTICLE XXVI

### MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the Township's Charter, Ordinance and Rules and Regulations of the Police Department of the Township enforced on said date shall continue to be so applicable during the term of this Agreement, and nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date and accordingly such employee's benefits shall be contained.



ARTICLE XXVII

SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVIII

COPIES

The P.B.A. agrees to supply each member of the Association with a copy of this Agreement at its own expense.

ARTICLE XXIX

NO UNILATERAL CHANGES

The Township agrees that there shall be no unilateral changes in the terms and conditions of the Agreement or covered by this Agreement.

ARTICLE XX

TERM AND RENEWAL

This Agreement shall have a term from January 1, 1996 through December 31, 1998. If the parties have not executed a successor agreement by December 31, 1998, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Monroe, New Jersey on the 4th day of April, 1996.

P.B.A. Local 255

Township of Monroe

By: [Signature]  
PRESIDENT

By: [Signature]  
MAYOR

[Signature] Vice Pres.

[Signature]

[Signature] delegate

[Signature]